

*This company operates exclusively on customer referrals*

Builder  
Additions  
Siding/windows  
Roofing  
Ice & Snow  
Removal  
Insured

## MICHAEL ANTHONY CONSULTING, LLC

83 Bean Hill Road  
Belmont, NH 03220  
603-225-4959  
Fax: 603-556-8046

[michaelanthonyconsulting@yahoo.com](mailto:michaelanthonyconsulting@yahoo.com)  
[michaelanthonyconstruction@yahoo.com](mailto:michaelanthonyconstruction@yahoo.com)

Decks / Doors  
Porches  
Demolition  
Renovations  
Apartment  
Management  
Insured

Exhibit - A

~~January 22, 2009~~

March 21, 2009

### Negotiated Agreement

#### Parties

The parties with respect to the ownership of the 4 unit building located at 132 Park Street, Northfield, NH, hereafter know as Park Street the parties are:

- Christina M. Poulicakos of 83 Bean Hill Rd, Belmont, NH 03220,
- Michael A. Guglielmo, of 83 Bean Hill Rd, Belmont, NH 03220
- Anna J. Hantschar of 7 Farm Pond Lane, Franklin, MA 02038

#### Property Description

Park Street is a 4 unit rental property purchased for \$334,000.00 in January of 2007. It is located off of exit 19 from Highway 93 North and is the only developable piece of property off the exit. Note also, that it has 200 feet of frontage on Park Street. It is currently zoned for multi family use or restaurant. The rent for each apartment is as follows:

- Apt 1: \$900
- Apt 2: \$900
- Apt 3: \$800
- Apt 4: \$800

The total potential rent per month is: \$3,400.00

The town assessed value of the property is \$297,500.00

Water and sewage is \$300 to \$400 per quarter

Garbage disposal is: \$94 per month

The taxes are: \$6,209.00 per year.

13

Two separate loans have been obtained to purchase above property; one obtained by Michael A. Guglielmo, in Christina Poulioakos name, and the other obtained by Anna J. Hantschar.

#### **Mortgage:**

The mortgage per month is \$2,822.19 including taxes, the rate is 8.2% and the balance is: \$294,978.08. \$167,000 of the balance is for the Park Street property. The remaining balance is for Michael's personal use and is not part of the Park Street loan.

#### **Home Equity Line of Credit:**

The loan is for the amount of \$167,000 in Anna's name. It is a 10-year interest-only line of credit at a adjustable rate of 3.99%.

#### **Maintenance of Property/Operation**

There is currently a Park Street account that the parties can access equally on line and with respect to payment agree that payment will be electronically withdrawn bi weekly. Payment will first be applied toward the mortgage. When \$167,000 plus interest has been paid on the mortgage, the Park Street interest on the mortgage will be satisfied. Michael will be personally responsible for paying the remaining balance on the loan. Payment will then be electronically made toward the home equity line of credit.

Michael and Anna further agree that they will each deposit \$5,000.00 in said account to cover any shortages in the monthly income due to vacancy and for any maintenance.

Christina will continue to collect all rents and deposit them in the Park Street account at Citizens bank. Michael will handle renting the units with Christina and he will take care of any maintenance at cost. Any and all cost of said maintenance will be drawn from the Park Street account.

Upon the sale of the above piece of property, any remaining balance in the Park Street account will be divided equally between Michael and Anna or they may mutually decide to apply the balance towards future property investments.

#### **Purchase of Park Street**

Anna J. Hantschar is paying Michael the sum of \$167,000.00 or half of the original purchase price of the property so that she will own a half interest in the Park Street property as denoted on the attached deed. See exhibit A.



19

**Rights and Duties of the Parties**

It is expressly understood by Christina M. Poulicakos that the above piece of property was purchased as an investment with \$34,000.00 from Michael, and that the mortgage was obtained in her name because Michael's name is on the first mortgage they own jointly and on the Belmont home he owns individually with rights to survivorship in a life estate to Christina and thereafter to their son Giovanni.

However, acknowledging that Park Street was paid for by Michael, Christina has nonetheless invested time and energy collecting rents, paying the water, sewage, mortgage and garbage disposal, as well as assisting with the renting and management of the property and will be compensated by Michael by first paying off her Sovereign credit card for approximately \$9,000.00 as well as bills they agree upon that were jointly compiled such as the purchase of a FXD Harley Davidson motorcycle, family pool, etc.

Anna J. Hantschar has no duties with respect to said compensation, which shall be exclusively paid by Michael. Moreover, Anna is not responsible for paying the mortgage since it is in Christina's name. Christina will continue to have access to the account and pay the Park Street bills, which is the intention of the parties. Again, Anna is not responsible for paying the mortgage, which will be electronically paid bi-weekly from the established Park Street account at Citizens bank via the rents collected by either Christina or Michael and deposited therein.

Moreover, if and when the market permits the refinance of Park Street Christina agrees to allow either Michael or Anna individually or jointly to refinance the property so that she can remove herself from the deed. Thereafter Michael agrees to put Christina on the mortgage to their jointly owned Concord property at 140 Rumford St so that she can keep her credit history active and her credit score high.

Finally, upon the sale of Park Street Michael agrees to pay Christina \$25,000.00 for her work and commitment to the management of said property.

With respect to eventual sale of the Park Street property Anna J. Hantschar and Michael A. Guglielmo will pay remaining balance of Park Street portion of mortgage and home equity line of credit plus interest and divide the remaining sum equally minus any expenses associated from said sale.

**Intentions of the Parties**

With respect to Michael and Anna they intend to combine a sum certain of money to purchase and sell bank owned or foreclosed properties. Said intentions will be expressed in a further document delineating the rights and duties of each.

(15)

Signatory Section

All parties agreeing to the above provisions voluntarily sign their names below.

Executed this 21 day of March, 2009.

Michael A. Guglielmo  
Witness

Christina M. Poulicakos  
Christina M. Poulicakos

Anna J. Mantschar  
Witness

Michael A. Guglielmo  
Michael A. Guglielmo

Michael A. Guglielmo  
Witness

Anna J. Mantschar  
Anna J. Mantschar